



**IRON RANGE RESOURCES AND REHABILITATION BOARD**

**REQUEST FOR PROPOSAL (RFP) FOR  
A FULL SERVICE ADVERTISING, MARKETING, PUBLIC  
RELATIONS AND EVENT PLANNING FIRM FOR GIANTS RIDGE**

**SEPTEMBER 26, 2016**

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### Attachments:

1. Affidavit of Non-collusion
2. Data Disclosure Information
3. UMCL Professional and Technical Services Contract Sample
4. Affirmative Action Certificate of Compliance
5. Certificate Regarding Lobbying
6. Terms and Conditions - General Insurance Requirements

## Section I: Introduction

The Office of the Commissioner of Iron Range Resources and Rehabilitation ("IRRRB") is a Minnesota state agency with a primary mission of economic development and diversification of the Taconite Assistance Area ("TAA"), as defined in Minn. Stat. Sec. 273.1341, which is located in Northeastern Minnesota and encompasses approximately 13,000 square miles.

The IRRRB owns and is responsible for the operation of the Giants Ridge Recreation Area, located near Biwabik, Minnesota, as defined in Minn. Stat. Sec. 298.22, subd. 7 ("GRR"). Within the GRR the IRRRB owns and is responsible for the operations of a ski area and two 18-hole golf courses. Surrounded by the Superior National Forest, Giants Ridge is a destination that serves about 130,000 visitors a year participating in alpine and Nordic skiing, snow tubing, private events, hiking and biking, golf and disc-golfing.

The IRRRB is soliciting proposals from interested, qualified advertising firms to provide full-service marketing, public relations and event planning services to Giants Ridge in order to drive customer visits and revenue. Giants Ridge is located in northeastern Minnesota near Biwabik, approximately 70 miles north of Duluth and 200 miles north of Minneapolis-St. Paul. Giants Ridge is a recreation destination that serves about 130,000 visitors a year participating in alpine and Nordic skiing, snow tubing, private events, hiking and biking, golfing and disc-golfing. The proposals should be aimed at boosting tourism brand awareness and visitation revenues for Giants Ridge, increasing facility usage by both local residents within a 75-mile radius, and by users outside of that radius from the primary destination markets of the Twin Cities, the Midwest and Canada. The agency agreement for services may include, but is not limited to: advertising campaign development; strategic planning; group/event sales analysis and advertising; brand development; social media; public relations; research and analytics; event planning; and media planning and buying.

Selection of vendors shall be based on the IRRRB's evaluation of responses. The IRRRB intends to enter into a contract with the selected Responder, and this contract will contain all the terms and conditions required by this request for proposal (RFP), as well as further terms and conditions negotiated between the IRRRB and/or the Office of the Attorney General, and the selected Responder.

### 1.1 Summary

**Proposals must be delivered to:**

<b>Location:</b>	<b>Office of the Commissioner of Iron Range Resources and Rehabilitation</b>
<b>Name:</b>	<b>Kim Peterson</b>
<b>Title:</b>	<b>Contract Coordinator</b>
<b>Address:</b>	<b>4261 Highway 53 South, P.O. Box 441, Eveleth, MN 55734-0441</b>
<b>Phone:</b>	<b>(218) 735-3031</b>

**not later than 2:00 pm on Monday, October 17, 2016. Late Responses will not be considered. All references to time in this RFP are to Central Daylight Time.**

## **1.2 Purpose of this Request for Proposal**

The purpose of this RFP is to procure a full service marketing firm for Giants Ridge that will plan, develop, execute and track the results of Giants Ridge's marketing plan. Marketing is currently being handled in-house with support from various graphic design firms, marketing firms and industry professionals. The firm chosen should assist Giants Ridge to determine additional marketing strategies to increase attendance and revenue based on current media buys.

The firm chosen should design and execute a comprehensive social media campaign that will drive awareness, engagement and growth and deliver a measureable return on investment. The social media campaign will play an integral role in Giants Ridge's entire tourism marketing efforts which consist of display advertising, social media, email marketing and other activities. The firm should provide additional expertise in public relations and connections with media. The objective is to create a comprehensive strategy designed to attract new visitors.

The public relations and advertising plan should include strategic direction, creative strategy, brand development and stewardship, a media plan and cooperative plan. The plan should drive traffic measurable through:

- Increases in golf rounds and ski visits;
- Increases in revenue;
- Increases in market share, specifically Twin Cities and locally;
- Increases in Canadian market share;
- Increases in Midwest market share (Wisconsin, Iowa, Illinois, North Dakota);
- Better understanding customers and customer satisfaction; and
- Leveraging marketing spend through partnerships and co-op advertising.

## **1.3 General Description of Project**

Giants Ridge is a year-round destination that serves about 130,000 visitors a year. Over half of Giants Ridge guests stay in the area overnight. The winter property includes 35 alpine runs, 60K Nordic ski trails, snow tubing, terrain parks, winter fat-biking and snowshoeing. The summer months include golf at two 18-hole championship courses, hiking, biking, disc-golfing and private events. A new 34,400 square foot chalet opened in July 2016 with food service, retail, rental ticket sales and meeting/venue spaces. The new chalet presents an opportunity for increasing wedding and banquet sales, as well as other events. Future improvements to the property in 2016 include a climbing wall, and in 2017 improvements include a children's play area, addition of 3-5 miles of mountain bike trails (purpose built, single track and flow trails) and 1.5 miles of multi-use nature

trails. Two new ski lifts will be installed in 2017, a high speed detachable quad and a fixed grip quad. The high speed lift can be used year-round to transport guests and bicycles to the top of the mountain. Partner events throughout the year include Rampage at the Ridge, a 5K obstacle course and mud run, as well as the Giants Ridge Iron-n-Dirt ("GRIND"), an off-road cycling event, bringing additional guests to the property and region. The firm chosen should assist in supporting growth of all recreation activities and events at Giants Ridge.

The Giants Ridge audience includes participants in winter and summer sports, both locally and from the metro area of Minneapolis/St. Paul, as well as guests from other Midwestern states and Canada.

About 85% of golfers are from Minnesota, 10% are from other states, and 5% are from Canada.

For Minnesota alone, about 75% of rounds played are by customers from the Twin Cities, and about 15% are local from within a 75-mile radius.

About 90% of skiers are from Minnesota, 5% from other states, and 5% from Canada.

For Minnesota alone, about 40% of skier visits are from the Twin Cities, and 50% are local from within a 75-mile radius, reflecting season pass usage by the local market.

Golf traditionally attracts primarily men and foursomes, however the female and junior golf markets are growing at Giants Ridge. Ski traditionally attracts families and children and numerous high school groups and leagues. Weddings are primarily local, however Giants Ridge does host destination weddings.

The marketing firm will develop recommendations for a Marketing and Advertising plan that supports the strategies set forth by Giants Ridge to target golf, ski, group and other recreation categories. The marketing plan should include Strategic Direction, Creative Strategy, Brand Development and Stewardship, Media Plan and Cooperative Plan. The plan encompasses:

**Media Buy:** Developing, buying and executing the media plan. Execution includes placement, optimization, cancellations, auditing, payment to vendors and billing.

**Concept Development/Production:** Concept creative materials/campaign elements (print, online, social media, etc.) production and final form, approved advertising materials will be run and aired on behalf of Giants Ridge.

**Research:** Work with the Giants Ridge marketing team on audience tracking, research, and other activities as needed for maximum results.

*Account Stewardship:* Meet with Giants Ridge staff as needed, prepare periodic reports, including monthly spending, results, metrics or other needs as requested.

*Miscellaneous:* Provide creative input and support for image and brand related projects, and work collaboratively with Giants Ridge staff.

## **1.4 Project Budget and Fees**

Giants Ridge has a budget to support this service. Fees will be paid on a monthly basis for services delivered. Responders should include commissions, fees and hourly rates for media, production and other costs.

## **1.5 Completion Date**

It is anticipated that this contract will begin on before Monday, November 21, 2016. It will be an annual contract, renewable up to four times for a total term of up to five years.

## **1.6 Procurement Timetable:**

The following is Giants Ridge's intended schedule for the RFP process in procuring the firm's services. The IRRRB/Giants Ridge reserves the right to modify this schedule as necessary.

<u>Event</u>	<u>Date</u>
Advertisement Notice	Sunday, September 25, 2016
RFP Release Date	Monday, September 26, 2016
RFP Response Submission Deadline	Monday, October 17, 2016
Evaluation of submitted proposals by Evaluation Committee	Wednesday, October 19, 2016
Notification of Finalists for Interviews (if necessary)	Wednesday, October 26, 2016
Interviews of Finalists (if necessary)	Tuesday, November 1, 2016
Anticipated Contract Award Date	Friday, November 4, 2016
Anticipated Date of Fully Executed Contract	Monday, November 21, 2016

## **Section II: Scope of Services**

### **2.1 Vendor Requirements, Duties/Responsibilities:**

#### **Vendor Requirements**

**Billings:** Invoice directly to Giants Ridge monthly

**Experience:** Firm should have at least 10+ years of experience

**References:** Provide 3 client references

- 2.1.1 Firm must have experience in event planning including one or more of the following: production, media planning/buying and creative services (see 2.1.10).
- 2.1.2 Firm must currently work with Twin Cities media.
- 2.1.3 Firm must assist in gathering customer data that will be useful in improving targeted marketing and tracking.
- 2.1.4 Firm must have experience in coordinating partnerships and securing sponsorships.
- 2.1.5 Firm must invest annually in research resources such as Nielson and The Media Audit, Strata, or equivalent.
- 2.1.6 Firm must be proficient in advertising with traditional media (print, broadcast, out-of-home) as well as emerging online digital and social media services.
- 2.1.7 Firm should have relationships with Minnesota Ski Areas Association and Minnesota Golf Associations.
- 2.1.8 Experience with organizations similar to Giants Ridge, i.e. – knowledge of golf and ski recreation.

#### **Vendor Duties and Responsibilities**

Vendor requests may include creative services, production services, media planning services, social media services, collateral projects, public relations and event planning.

- 2.1.9 Creative Services. Provide creative services for the creation of: television advertising, radio advertising, camera ready materials for print advertising and direct mail, online or electronic marketing, social media as well as other mediums. This does include copywriting, art direction and scripting.

2.1.10 Production Services. Prepare all materials and services necessary to complete advertising assignments for distribution.

2.1.11 Media. Recommend selected advertising media and create plan.

2.1.12 Collateral Projects. Prepare advertising and promotional materials and services for display and distribution other than through media (such as brochures, fliers, direct mail materials, audio-visual presentations and other similar materials and services as needed).

Social Media Services. Provide strategies related to the current trends in social media marketing. i.e. – how would Giants Ridge benefit from current trends; do they apply to our market/region, etc. use specific social media outlets to gain more customers.

Public Relations. Secure placement and coordinate press coverage of stories with prominent media in the Twin Cities. Vendor should have good working relationships with Twin Cities media. This may include media buying power, newsroom relationships, current clients.

2.1.13 Event Planning. Manage projects for Giants Ridge events. Planning to include budgeting, establishing timelines, location selections, acquiring permits, planning food, coordinating transportation, advertising, public relations, and other as requested.

## **General**

2.1.14 Successful vendor should have a minimum of 10+ years prior experience in providing full service marketing, advertising, public relations and event planning.

2.1.15 Gain and maintain the support of area businesses as partners.

2.1.16 Firm to assist in improving cross selling activities to potential guests.

2.1.17 Firm employees must be willing to travel to Giants Ridge, Biwabik, MN, as needed.



## Section III: Proposal Preparation

### 3.1 General Information

Proposals must be clear, concise, and clearly follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or specifications may be rejected. Responders must include required information called for in this RFP. The IRRRB reserves the right to reject a proposal if required information is not provided or is not organized as directed. The IRRRB reserves the right to change the evaluation criteria or any other provision in this RFP provided public notice is provided of the change.

This RFP does not obligate the IRRRB to award a contract or complete the project, and the IRRRB reserves the right to cancel the solicitation if it is considered to be in its best interest.

- A. This document, including attachments, constitutes a formal RFP and is a competitive procurement. Therefore, Responders shall carefully follow the instructions herein in order to be considered fully responsive to the RFP. The IRRRB reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements, omissions or deviations are innocent or inadvertent in the opinion of the IRRRB, the IRRRB further reserves the right to waive them as informalities.
- B. Proposals are to be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside. The proposal must be signed in ink by an authorized member of the company. Proof of authority of the person signing shall be furnished upon request. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. All costs incurred by a Responder in replying to this RFP shall be borne by the Responder. Proposals made in pencil shall be rejected. Alterations in cost figures used to determine the lowest priced proposal shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of "white out" is considered an alteration.
- C. Notwithstanding anything to the contrary, the IRRRB reserves the right to:
  - 1. Reject any and all proposals received in response to this RFP.
  - 2. Select, for contract negotiation, a proposal other than the one with the lowest cost.
  - 3. Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a late written modification requested by the IRRRB if the proposal itself was submitted on time and if the modified proposal is more favorable to the IRRRB.
  - 4. Approve sub-consultant(s) used by a Responder.

5. Negotiate any aspect of the proposal with any Responder and negotiate with more than one (1) Responder at the same time.
  6. If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Responder, prepare and release a new RFP, or take such other action as the IRRRB deems appropriate.
  7. Select more than one Responder.
  8. The IRRRB's evaluation process may include interviews with some Responders after review of proposal documents.
- D. Any verbal explanations of instructions or discussion of any aspect of this RFP provided to a Responder before the award of a contract shall not be binding. Responders with questions regarding this Request for Proposal must submit them in writing by regular or electronic mail (do not fax) to:
- Name: Kim Peterson  
Title: Contract Coordinator  
Address: 4261 Highway 53 South, P.O. Box 441, Eveleth, MN 55734-0441  
Email: [Kim.Peterson@state.mn.us](mailto:Kim.Peterson@state.mn.us)  
Phone: (218) 735-3031
- E. Responders may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

## 3.2 Contacts

Requests for information or clarification by Responders must be received no later than 4:00 p.m. on Friday, October 7, 2016. Written questions or communications with the IRRRB regarding this RFP must be submitted in sealed envelopes or via email. Questions must include the name of the questioner, as well as a phone number, mailing address, and e-mail address for confirmation. Note that both questions and answers will be posted on the IRRRB's official website at: <http://mn.gov/irrb/about-us/work-with-us/> on or before Tuesday, October 11, 2016, 4:00 p.m. Anonymous questions will not be answered.

All communication should clearly state the appropriate RFP reference (i.e. subject plus page and section numbers) and must generally state the contents of the communication (for example, "RFP Questions") on the outside of the envelope or at the top of the email. Any envelope or email not carrying this designation will be assumed to be general mail, and may not receive priority attention.

If appropriate, a change responding to such a request may be issued by the IRRRB in the form of an addendum to the RFP. No other communications shall be of any effect in changing or amending this RFP.

All written communications from potential Responders must be addressed or sent via e-mail to:

Name: Kim Peterson  
Title: Contract Coordinator  
Address: 4261 Highway 53 South, P.O. Box 441, Eveleth, MN 55734-0441  
Phone: (218) 735-3031  
Email: [Kim.Peterson@state.mn.us](mailto:Kim.Peterson@state.mn.us)

From the date of release of this RFP until a Responder is selected and a contract executed, Responders must not communicate with the IRRRB's staff concerning the RFP except through the IRRRB Contact pursuant to the procedure described in the RFP. If any Responder attempts any unauthorized communication, the IRRRB may reject that Responder's proposal.

### **3.3 Proposal Delivery**

All proposals must be sent to and received by:

Institution: Office of the Commissioner of Iron Range Resources and Rehabilitation  
Name: Kim Peterson  
Title: Contract Coordinator  
Address: 4261 Highway 53 South, P.O. Box 441, Eveleth, MN 55734-0441  
Phone: (218) 735-3031

In order to be considered for selection, sealed proposals must be received at the address identified above and time stamped by the IRRRB no later than Monday, October 17, 2016, at 2:00 p.m. Submission by fax, email or other electronic transmission is unacceptable and proposals submitted by these means will not be considered. The IRRRB assumes no responsibility for delays in the US mail or courier systems, or because of weather.

A Responder's response received after the deadline will not be accepted or considered. Receipt by the IRRRB of a proposal after the closing date and time as stated herein shall not be construed as acceptance of the proposal. Late proposals will be logged as to date/time received and thereafter returned to the late Responder without being evaluated.

If delivery of the proposal is not made by courier or in person, the use of certified or registered mail is suggested. Note: Use of certified or registered mail does not relieve the Responder of the responsibility to ensure the proposal is date/time stamped as specified above.

### **3.4 Quantities**

Each Responder shall provide on 8 ½ x 11 inch paper one signed original copy of its entire submission including all attachments. In addition, Responders shall submit five (5) identical copies of their proposal with duplicate signatures and all attachments.

### **3.5 Binding**

All copies of proposals shall be submitted in loose-leaf or three-ring binders. All pages must be sequentially numbered within each section (1.1, 2.1, etc.). An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.

### **3.6 Duration of Offer**

Proposals submitted in response to this solicitation are irrevocable for 90 days following the due date of the proposals. This period may be extended by written agreement between Responder and the IRRRB.

### **3.7 Transmittal Letter**

The Transmittal Letter for each Responder's proposal must be submitted on its official business letterhead. The letter shall identify all materials and enclosures being forwarded collectively as a response to this RFP and must be signed by an individual authorized to commit the Responder to the scope of work proposed.

### **3.8 Proposal Content**

The following is considered minimum contents of the proposal:

- A. A restatement of the objectives, goals, and tasks to show or demonstrate the Responder's view of the nature of the project.
- B. Identification and description of the deliverables to be provided by the Responder.
- C. An outline of the Responder's background and experience with particular emphasis on local, state, and federal government work. Identification of personnel to conduct the project, with details on training and work experience.
- D. A work plan that will identify the major tasks to be accomplished.
- E. Identification of the level of the IRRRB's participation in the Project as well as any other services to be provided by the IRRRB.
- F. A cost and fee schedule, including a total cost for all aspects of the Project, which must be included in a separately sealed envelope marked "Cost Proposal" and included as part of the Proposal submission. No additional copies of the Cost Proposal need to be submitted.
- G. Required Responder Statements or Attestations
  - 1. A list of the individuals involved with the preparation of the RFP response.

2. A statement that no attempt has been made or will be made by the Responder to induce any other person or firm to not submit a proposal.
3. A statement on the RFP proposal sheet listing all addenda, if any, received by the Responder.
4. A statement that no personnel currently employed by the IRRRB or under contract to the IRRRB participated, directly or indirectly, in any activities related to the preparation of the Responder's proposal; this does not include clarifications and answers to questions provided by the IRRRB in regard to this RFP.
5. A statement that the Responder has read and will comply with all desired functionality requirements listed in Exhibit A, or a statement indicating that the Responder can't or won't be able to comply with some of the requirements, which must be addressed as part of the response on Exhibit A.
6. A statement that the Responder has had no contractual relationships with any IRRRB personnel involved in the development of the RFP.
7. A statement that Responder has sole and complete responsibility for the completion of all services provided under the contract, except for those items specifically defined as software provider responsibilities.
8. A statement that the prices proposed by the Responder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Responder or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Responder prior to award, either directly or indirectly, to any other Responder or competitor, all as reflected in the **Affidavit of Non-Collusion (Attachment 1)**.
9. A statement that no contingency fees have been paid for purposes of securing this contract.
10. A statement that the Responder's offer will be firm and binding, without any reference to the price submitted, for 90 days from the due date for receipt of proposals.
11. A statement listing Attachments 2-6, and that all have been submitted as part of the Proposal.
12. A certification by an appropriate company official other than the signer of the proposal that the official signing this proposal has the authority to

obligate and bind the company to the terms, conditions, and provisions of the proposal.

## **Section IV: Proposal Evaluation**

### **4.1 General**

All proposals received by the deadline noted above will be evaluated. At the option of the IRRRB, an interview may be part of the evaluation process. The IRRRB reserves the right to name a date at which selected finalists will be invited to participate in an interview. The IRRRB does not agree to reach a decision by any certain date; however, it is hoped that the evaluation and selection will be completed within 14 days after the RFP deadline. Factors on which proposals will be judged include, but are not limited to:

1. Completeness, detail, and thoughtfulness of response as reflected by proposal coverage of all elements of work listed in Section II.
2. Experience of the proposing Responder.
3. Approach and special services, benefits, or advantages to the IRRRB.
4. Cost in relation to level of service to be provided.

### **4.2 Criteria**

Criteria described below, based upon the point scale below, will be used by the IRRRB's review committee to evaluate Responder proposals. The evaluation may include Responder interviews and requests for additional information, and will focus on the specifics of the Responder's approach.

#### **COMPANY PROFILE - 200 points**

The responder will submit a company profile. Factors favorable to a responder will be documentation and/or references indicating successful and long lasting firm relationships with comparable projects. At least five examples that encompass marketing, advertising, public relations and event planning with current firms must be provided. Other factors will include qualifications and experience of personnel/ project team.

#### **DESCRIPTION OF SERVICES: PROJECT APPROACH, METHODOLOGY, AND WORK PLAN - 300 points**

The responder will describe how they will establish and implement a work plan for the Giants Ridge account. Indicate details about what mediums will be used to increase user visits for golf, ski and event space.

This score will be based on responder's narrative addressing *Section 2.1 Vendor Duties and Responsibilities*, above.

## **PRICING - 500 points**

The lowest cost proposal shall receive 500 points; all other proposals shall be awarded a percentage of 500 points based upon a mathematical equation that will be applied to all proposals other than the lowest cost proposal.

The Cost Proposal will be used to calculate points using following criteria.

- The Responder with the lowest total cost shall receive 500 points.
- All other Responders shall receive pricing points based on the following formula:

$$\frac{\text{Lowest Proposed Cost Total}}{\text{Responder's Proposed Cost Total}} \times 500 = \text{Pricing Points Awarded}$$

Any fraction resulting from applying the pricing formula will be dropped, resulting in all pricing point evaluation scores being whole numbers.

## **Section V: General Requirements**

### **5.1 IRRRB's Right to Amend RFP**

The IRRRB reserves the right to amend any segment of the RFP prior to its announcement of a successful Responder and award of contract. If a change occurs in IRRRB's requirements resulting in a decision to modify the RFP scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP provided to all prospective Responders on the official Responder list. In such an event of change, all Responders will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

Any addenda to this RFP will be posted on the IRRRB's website at the following link: <http://mn.gov/irrrb/about-us/work-with-us/>. Responders will be responsible for meeting the requirements of all addenda and will be required to acknowledge receipt of all addenda on the RFP proposal form.

### **5.2 Affidavit of Non-Collusion**

Each Responder must complete the attached Affidavit of Non-Collusion (**Attachment 1**) and include it with the proposal. Failure to submit a correctly executed Affidavit of Non-Collusion shall be grounds for rejection of a vendor's response to this RFP.

### **5.3 Conflicts of Interest**

A Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. Disclosure of any active contractual relationship directly with the IRRRB or as

subconsultant for a vendor who has an active contract with the IRRRB, or any similar real or potential conflicts of interest, may, at the sole discretion of the IRRRB, be grounds for rejection of the Responder's proposal or termination of any contract awarded.

## **5.4 Disposition of Responses**

All materials submitted in response to this RFP will become property of the IRRRB and will become public record in accordance with Minn. State. §13.591 after the evaluation process is completed and an award decision is made. All materials submitted by responders are subject to the provisions of Minnesota Statutes section 13.591, subd. 3(b).

## **5.5 Contingency Fees Prohibited**

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

## **5.6 Human Rights Requirements**

For all contracts estimated to be in excess of \$100,000, Responders are required to complete the attached Affirmative Action data page (**Attachment 5**) and return it with the response. As required by Minn. R. 5000.3600, "It is hereby agreed between the parties that Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. §363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency." Copies of the statute and rules are also available from Minnesota Bookstore, 680 Olive Street, St. Paul, MN 55155, 651-297-3000. All responders shall comply with the applicable provisions of the Minnesota Human Rights Act, Minnesota Statutes ch. 363A and specifically section 363A.36. Failure to comply shall be grounds for rejection.

**The Minnesota Department of Human Rights is authorized to charge a \$75.00 fee for each Certificate of Compliance issued. You may submit your affirmative action plan along with a cashier's check or money order in the amount of \$75.00 to the Minnesota Department of Human Rights or you may contact the Department for additional information at: Contract Compliance Unit, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 East 5th Street, Suite 700, St. Paul, MN 55101, Phone 651-296-5663, TTY 651-296-1283, Toll Free 800-657-3704.**

## **5.7 Vendor Preferences**

The vendor preference is applied only to the first \$500,000 of the response. Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

1. Preference to Targeted Group and Economically Disadvantaged Business and Individuals - In accordance with Minnesota Rules 1230.1810, subpart B and



Minnesota Rules 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal

2. Preference to Veteran-Owned/Service Disabled Veteran-Owned Small Businesses - In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFP.

## **5.8 Form of Contract between IRRRB and Responder**

The selected Responder and the IRRRB will be in the form of an IRRRB Professional Services Contract, attaching and including this RFP and any addenda, the selected Responder's response to the RFP, and any modifications to the requirements of the RFP resulting from negotiations between the selected Responder and the IRRRB.

A sample IRRRB Professional Services Contract is attached (**Attachment 3**) for your reference. Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Any award made as a result of this RFP Process will be governed by the terms and conditions contained in this document.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously in your proposal by referencing the specific section number of the term or condition and by describing the exception or deviation and proposing alternative language.

If you do not clearly and conspicuously take an exception or propose a deviation to a specific term or condition, you shall be bound by such term or condition in the event an award of the contract is made to you.

The IRRRB reserves the right in each instance to:

- 1) accept with deviations or exceptions;
- 2) negotiate deviations or exceptions; or
- 3) reject a proposal with deviations deemed unacceptable by the IRRRB at its option and in the exercise of its sole discretion.

## 5.9 Certification Regarding Lobbying

Federal money may be used to pay for all or part of the work under the contract, therefore the Responder must complete the attached **Certification Regarding Lobbying (Attachment 5)** and submit it as part of its proposal.

## 5.10 Insurance Requirements

Listed below are the insurance requirements of the IRRRB. Responder must complete the attached certification regarding general insurance requirements (Attachment 6).

### General Insurance Requirements

Contractor shall not commence work under the contract until it has obtained all the insurance described below and the IRRRB has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.

#### POLICY REQUIREMENTS

1. Workers' Compensation Insurance
  - A. Statutory Compensation Coverage
  - B. Coverage B – Employers Liability with limits of not less than:
    - \$100,000 Bodily Injury by Disease per Employee
    - \$500,000 Bodily Injury by Disease Aggregate
    - \$100,000 Bodily Injury by Accident
2. Automobile Liability Insurance
  - A. Minimum Limits of Liability:
    - \$500,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
  - B. Coverage
    - ☒ Owned Automobile
    - ☒ Non-owned Automobile
    - ☒ Hired Automobile
3. General Liability Insurance
  - A. Minimum Limits of Liability
    - \$500,000 - Per Occurrence
    - \$500,000 - Annual Aggregate
    - \$500,000 – Annual Aggregate applying to Products/Completed Operations
  - B. Coverage:
    - ☒ Premises and Operations Bodily Injury and Property Damage
    - ☒ Personal & Advertising Injury
    - ☒ Blanket Contractual
    - ☒ Products and Completed Operations
    - ☒ Other; if applicable, please list \_\_\_\_\_
    - ☒ IRRRB named as Additional Insured
4. Professional Liability/Miscellaneous Liability Insurance

Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the contract.

  - A. Minimum Limits of Liability
    - \$500,000 - Per claim or event
    - \$500,000 – Annual Aggregate

- B. Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the approval of the IRRRB.
- C. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract.

Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the IRRRB with respect to any claim arising out of the contractor's performance under this contract.
- Contractor's policy(ies) will provide the IRRRB with thirty (30) days advance written notice of cancellation.
- Contractor is responsible for payment of contract related insurance premiums and deductibles.
- If Contractor is self-insured, a Certification of Self-Insurance must be attached.
- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A-(minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

## **Section VI: Financial Requirements**

In preparing a response, Responders should be aware of the following required IRRRB contract terms and conditions:

- A. Compensation will be for actual services performed, unless a specific payment schedule is mutually agreed upon. The IRRRB makes regular payments based on the passage of time and only pays for services performed or work delivered AFTER it is accomplished in a satisfactory way.
- B. Payment is only made after the submission of an authorized and properly itemized invoice.

**ATTACHMENT 1**

**IRRRB**

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual) or an officer or employee of the responding company or corporation having authority to sign on its behalf (if the Responder is a company or corporation);
2. That the attached proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent competition;
3. That the contents of the Request for Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Company Name: \_\_\_\_\_

Subscribed and sworn to me this day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

PUR009.doc  
5/15/00

## Attachment 2

The following Data Disclosure Information is required by Minnesota Statute §270.66. The Contractor is to provide either a social security number or federal employer tax identification number or Minnesota tax identification number. This form must be kept separate from the contract to protect the Contractor's private information from being distributed when copies of the contract are circulated.

***[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]***

### **STATE OF MINNESOTA IRRRB DATA DISCLOSURE INFORMATION**

#### NOTICE TO VENDORS AND CONTRACTORS:

You are required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations.

Name and Address: *[INSERT FULL LEGAL NAME AND FULL LEGAL ADDRESS OF CONTRACTOR/VENDOR/CONSULTANT]*

Social Security Number **or**

Federal Taxpayer ID Number **or**

Minnesota Tax ID Number: *[INSERT ONE OF THE REQUIRED NUMBERS]*

- Current state employees are ineligible to enter into a contract for services with the state. Are you a current state employee? \_\_\_\_ Yes / \_\_\_\_ No
- Past employees who have received a separation incentive under Board Policy 4.11 are ineligible to enter into a contract for services for one year following separation.  
Have you ever been a state employee? \_\_\_\_ Yes / \_\_\_\_ No  
If yes, (1) what was your separation date? *[INSERT DATE]*  
(2) Did you receive a separation incentive? \_\_\_\_ Yes / \_\_\_\_ No
- Contractor: please initial \_\_\_\_\_

For any person hired as an independent contractor, Minnesota Statute §256.998 requires the following information be submitted to the Department of Human Services except for those persons whose contract is for less than two months with gross earnings of less than \$250 per month. This information may be used in the enforcement of state and federal child support laws and will be provided to the Minnesota New Hire Reporting Center, P.O. Box 64212, St. Paul, MN 55164-0212. This contract will not be approved unless this information is provided.

Social Security Number: *[INSERT SOCIAL SECURITY NUMBER IF NOT PROVIDED ABOVE]*

Date of Birth (mm/dd/yyyy): *[INSERT BIRTHDATE IF CONTRACT IS IN THE NAME OF AN INDIVIDUAL PERSON]*

**THIS PAGE CONTAINS PRIVATE INFORMATION AND, EXCEPT AS DEFINED ABOVE, SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE VENDOR OR CONTRACTOR. ONLY INDIVIDUALS THAT REQUIRE THE ABOVE INFORMATION AND INDIVIDUALS SIGNING THIS CONTRACT SHALL HAVE ACCESS TO THIS DATA.**

**ATTACHMENT 3**

# UMCL Professional and Technical Services Contract

State of Minnesota  
Iron Range Resources and Rehabilitation Board

UMCL Contract No.:

PO ID	PO Date	Approval Date	Fiscal Year	Amount
Vendor ID	Fund	Fin Dept ID	Approp ID	Account

This Minnesota Uniform Municipal Contracting Law ("UMCL") Contract is between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation; Phone: 218-735-3000 ("IRRRB" or "State") and \_\_\_\_\_, whose designated business address is \_\_\_\_\_; Phone: \_\_\_\_\_; (Contractor").

## Recitals

- Under Minn. Stat. § 15.061, the State is empowered to engage such assistance as deemed necessary.
- Under Minn. Stat. § 298.22, subd. 1(b), the State has the authority to utilize the Uniform Municipal Contracting Law in Minn. Stat. § 471.345.
- The State is in need of \_\_\_\_\_.
- The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

## Contract

### 1. Term of Contract

- 1.1. Effective date:** \_\_\_\_\_, or the date this agreement ("Contract") is fully executed, whichever is later. The Contractor must not begin work under this Contract until the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2. Expiration date:** \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Survival of terms:** The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

### 2. Contractor's duties

The Contractor, who is not a State employee, will perform the following services:

[List duties]

Contractor's proposal provides additional details about Contractor's duties, and is attached to this document for reference as "Exhibit A." To the extent there are any conflicts between the Contract and any information contained in Exhibit A, the terms in the Contract shall control and take precedence over the information contained in Exhibit A. The State's request for proposal ("RFP"), issued on \_\_\_\_\_, shall be read together with Exhibit A to provide context and meaning to Exhibit A when necessary.

### 3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

### 4. Consideration and payment

**4.1. Consideration.** The State will pay for all services performed by the Contractor under this Contract as follows:

- (a) *Compensation.* The Contractor will be paid \$\_\_\_\_\_.
- (b) *Travel expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed \$\_\_\_\_\_; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Contract by reference. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) *Total obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed \$\_\_\_\_\_.

#### 4.2. Payment.

- (a) *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:  
  
To be determined.
- (b) *Retainage.* The State shall retain 10% of the amount of the Contract until all services have been satisfactorily performed and Contractor has submitted its final invoice.
- (c) *Federal funds.* Not applicable to this Contract.

### 5. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 6. Authorized Representative

The State's Authorized Representative is [Enter Name, Title, Address, Phone, Email], or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is [Enter Name], at the following business address and telephone number: [Enter Address, Phone, Email], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

### 7. Assignment, amendments, waiver, and contract complete

**7.1. Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

**7.2. Amendments.** Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

**7.3. Waiver.** If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

**7.4. Contract complete.** This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.



## 8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

## 9. State audits

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

## 10. Government data practices and intellectual property

**10.1. Government data practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

### 10.2. Intellectual property rights.

(a) *Intellectual property rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

#### (b) *Obligations*

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (2) **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to,

attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11. Workers' compensation and other insurance

### General Insurance Requirements

Contractor shall not commence work under the contract until it has obtained all the insurance described below and the IRRRB has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.

#### POLICY REQUIREMENTS

5. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

6. Automobile Liability Insurance

- A. Minimum Limits of Liability:
  - \$500,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
- B. Coverage
  - ☒ Owned Automobile
  - ☒ Non-owned Automobile
  - ☒ Hired Automobile

7. General Liability Insurance

- A. Minimum Limits of Liability
  - \$500,000 - Per Occurrence
  - \$500,000 - Annual Aggregate
  - \$500,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverage:
  - ☒ Premises and Operations Bodily Injury and Property Damage
  - ☒ Personal & Advertising Injury
  - ☒ Blanket Contractual
  - ☒ Products and Completed Operations
  - ☒ Other; if applicable, please list \_\_\_\_\_
  - ☒ IRRRB named as Additional Insured

8. Professional Liability/Miscellaneous Liability Insurance

Coverage for negligent acts, errors or omissions arising out of the performance of professional services included in the contract.

- A. Minimum Limits of Liability
  - \$500,000 - Per claim or event
  - \$500,000 – Annual Aggregate
- B. Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the approval of the IRRRB.
- C. The retroactive or prior acts date of such coverage shall not be after the effective date of this contract.

#### Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the IRRRB with respect to any claim arising out of the contractor's performance under this contract.
- Contractor's policy(ies) will provide the IRRRB with thirty (30) days advance written notice of cancellation.
- Contractor is responsible for payment of contract related insurance premiums and deductibles.
- If Contractor is self-insured, a Certification of Self-Insurance must be attached.
- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.

- An Umbrella or Excess liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

## **12. Debarment by State, its departments, commissions, agencies, or political subdivisions**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State of Minnesota, the United States of America, or any of their departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

## **13. Publicity and endorsement**

**13.1. Publicity.** Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**13.2. Endorsement.** The Contractor must not claim that the State endorses its products or services.

## **14. Governing law, jurisdiction, and venue**

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

## **15. Data disclosure**

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

## **16. Payment to subcontractors**

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

## **17. Termination**

**17.1. Termination by the State.** The State may cancel this Contract at any time, with or without cause, upon 15 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**17.2. Termination for insufficient funding.** The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **18. Non-discrimination (In accordance with Minn. Stat. § 181.59)**

The Contractor will comply with the provisions of Minn. Stat. § 181.59 which require:

*"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:*

*(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United*

*States or resident aliens who are qualified and available to perform the work to which the employment relates;*

*(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;*

*(3) that a violation of this section is a misdemeanor; and*

*(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."*

**19. E-Verify certification (In accordance with Minn. Stat. § 16C.075)**

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

**1. State Encumbrance Verification**  
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
UMCL Contract No.: \_\_\_\_\_

**2. Contractor**  
*The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution:  
Agency  
Contractor  
State's Authorized Representative – photo copy

**3. State Agency: Iron Range Resources and Rehabilitation**  
*With delegated authority*

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT 4**

### **NOTICE TO CONTRACTORS AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE**

It is hereby agreed between the parties that IRRRB will require that affirmative action requirements be met by contractors in relation to Minnesota Statute 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600. Failure by a contractor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the contract (Minnesota Statutes 363A.36, Subd. 3 and 4).

Under the Minnesota Human Rights Act, Section 363A.36, businesses or firms entering into a contract over \$100,000 and have more than forty (40) full-time employees within the state of Minnesota on a single working day during the previous twelve (12) months or if you employed more than forty (40) full-time employees on a single working day during the previous twelve (12) months in a state in which you have your primary place of business and that primary place of business is outside of the state of Minnesota, but inside the United States, must have an affirmative action plan submitted to the Commissioner of Human Rights for approval. A contract will not be executed over \$100,000 unless the firm or business having more than 40 full-time employees, either within or outside the state of Minnesota, has a certificate of compliance which signifies that they have an affirmative action plan approved by the Commissioner of Human Rights. The Certificate is valid for two (2) years. For further information, contact the Department of Human Rights, Compliance Services, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, Minnesota 55101, phone (651) 296-5663.

### **DISABLED INDIVIDUAL CLAUSE**

(a) The contractor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant order of the Minnesota Department of Human Rights act.

### IRRRB – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

#### How to determine which boxes to complete on this form:

	Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
<b>On any single working day within the past 12 months, if your company...</b>					
Employed more than 40 full-time employees in Minnesota		•			•
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business			•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.				•	•

#### **BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date) at \_\_\_\_\_ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business**

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- ☐ We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- ☐ We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For those companies not described in BOX A or BOX B**

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

**BOX D – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: The Freeman Building 625 Robert Street North  
St. Paul, MN 55101

Metro: (651) 296-5663

Toll Free: 800-657-3704

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: (651) 296-9042

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: (651) 296-1283



## IRRRB

### NOTICE TO VENDORS

#### AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The amended Minnesota Human Rights Act (Minn. Stat. 363A.36) divides the contract compliance program into two categories. Both categories apply to any contracts for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of the contract or agreement.

The secondary category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12 months in the state in which they have their primary place of business. The businesses in this category must certify to MnSCU that they are in compliance with federal affirmative action requirements before execution of the contract. For further information, contact the Department of Human Rights, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; Voice: 651.296.5663; Toll Free: 800.657-3704; or TTY: 651.296.1283.

**IRRRB is under no obligation to delay the award or the execution of a contract until a vendor has completed the Human Rights certification process. It is the sole responsibility of the vendor to apply for and obtain a Human Rights certificate prior to contract award or execution as applicable.**

It is hereby agreed between the parties that IRRRB will require that affirmative action requirements be met by vendors in relation to Minnesota Statute 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600.

Under the Minnesota Human Rights Act, Section 363A.36, Subd. 1, no department or agency of the state shall execute an order in excess of \$100,000 with any business within the State of Minnesota having more than 40 full-time employees in a single working day during the previous 12 months, unless the firm or business has an affirmative action plan for the employment of minority persons, women, and the disabled that has been approved the Commissioner of Human Rights. Receipt of a Certificate of Compliance issued by the Commissioner shall signify that a firm or business has an affirmative action plan approved by the commissioner.

Failure by the vendor to implement an affirmative action plan or make a good faith effort shall result in revocation of its certificate or revocation of the order (Minnesota Statute 363A.36, Subd. 3 and 4). A CERTIFICATE IS VALID FOR A PERIOD OF TWO (2) YEARS.

#### DISABLED INDIVIDUAL CLAUSE

A. A vendor shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take disabled individuals without discrimination based on their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

B. The vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

C. In the event of the vendor noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

D. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices shall state the vendor obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

E. The vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other order understanding, that the vendor is bound by the terms of Minnesota Statutes 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

It is hereby agreed between the parties that Minnesota Statutes, Section 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any order of Minnesota Statute 363A.36 and Minnesota Rules, Parts 5000.3400 to 5000.3600 is available from Minnesota Bookstore, 660 Olive Street, St. Paul, Minnesota 55155, (651) 297-3000.

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By signing this statement the vendor certifies that the information filled in is accurate.

NAME OF COMPANY: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

PUR010.doc

11/25/03

## **ATTACHMENT 5**

### **CERTIFICATION REGARDING LOBBYING**

For IRRRB Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Organization Name

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Name and Title of Official Signing for Organization

By: \_\_\_\_\_  
Signature of Official

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Date  
PUR015  
1/30/01

**ATTACHMENT 6**

**TERMS AND CONDITIONS  
GENERAL INSURANCE REQUIREMENTS**

**As an authorized signatory for the company specified below, I certify that the company has/will have all insurance policies at the limits specified in the IRRRB's RFP for Central Reservation Services throughout the duration of any contractual relationship that may result from acceptance of our bid or proposal. I further certify that the company agrees to indemnify the IRRRB and the State of Minnesota for any claims or damages in excess of the policy limits.**

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**Company**

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**Authorized Signature**

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**Date**